

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2012-028 NH Real Estate Commission v. Marlene Minemier

Allegations:

RSA 331-A:13, I
RSA 331-A:13, IV
RSA 331-A:26, VII
RSA 331-A:26, VIII
RSA 331-A:26, XXVII
Rea 702.01 (a)
Rea 702.01 (b)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission ("Commission") and Marlene Minemier ("the Licensee" or "the Respondent"), a real estate broker currently licensed by the Commission until 10/21/13, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondent pursuant to RSA 331-A:29, I and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondent would be:

Commission Investigator Ann Flanagan conducted an on-site inspection at Respondent's real estate office KM Minemier & Associates LLC, which at the time Respondent was in the process of closing the business (Respondent was

the broker/owner). The Commission investigator observed problems concerning Respondent's escrow account which had numerous unaccounted for transfers out of escrow into operating and personal accounts, as well as personal and ATM withdrawals; and there was no reconciliation of the escrow account records. The Commission investigator met with Respondent and Respondent's attorney and Respondent was required to provide one year of accounting highlighting the mishandled escrow funds. Respondent's attorney assured the Commission investigator that all the missing escrow money had been returned by Respondent from her personal 401K, so no consumers were harmed. Respondent attributes the problems on her unlicensed staff to which Respondent had delegated escrow duties. Respondent admits that these problems were the result of her failure to properly supervise and to ensure that appropriate procedures were followed by her unlicensed staff and unlicensed business partner to whom Respondent had delegated escrow duties.

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. The Respondent consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. The Respondent's real estate broker license is suspended for ninety (90) days from the effective date of this Settlement Agreement; Respondent will surrender her real estate broker wall license and pocket ID card and the wall licenses and pocket ID cards of any licensees under her supervision. Respondent shall also pay a disciplinary fine in the amount of one-thousand dollars

(\$1,000) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within ninety (90) days of the effective date of this Settlement Agreement; and Respondent shall show proof of full attendance at a New Hampshire Real Estate Commission accredited 3-hour continuing education course about Escrow (this continuing education course is to be completed by classroom delivery method only and is not to be counted towards Respondent's continuing education requirements) within ninety (90) days of the effective date of this Settlement Agreement. Respondent shall hold a real estate salesperson license during the ninety (90) day suspension of her broker license; however, after the ninety (90) days Respondent's real estate salesperson license will be suspended and Respondent will not be able to obtain her real estate broker license until Respondent has provided proof of completion of the course and payment of the fine.

4. The Respondent's failure to adhere to any requirement imposed by this Agreement shall be a separate and sufficient ground for disciplinary action by the Commission.
5. Except as provided in Item 3 and 4 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.


6. The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
7. Respondent understands that her action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.
8. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this Agreement.
9. Respondent understands that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the entire Agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this Agreement have prejudiced her right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.
10. Respondent certifies that she has read this document titled Settlement Agreement. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this Agreement, she waives these rights as they pertain to the misconduct described herein.

11. The effective date of this Agreement shall be on the date it is signed by the representative of the Commission shown below.

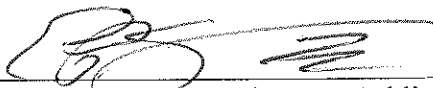
For the Respondent

I, Marlene Minemier, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

Dated: 3-22-13, 2013


Marlene Minemier
Respondent

On this Twenty Second day of March A.D. 20 13
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

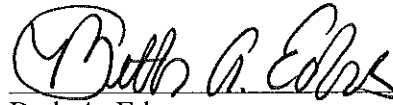

Justice of the Peace/Notary Public

My commission expires:

EUGENE F. SULLIVAN III
Notary Public - New Hampshire
My Commission Expires September 9, 2014

For the Commission

Dated: March 25th, 2013

A handwritten signature in cursive script, appearing to read "Beth A. Edes", written over a horizontal line.

Beth A. Edes
Executive Director
of the NH Real Estate Commission